

**DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS**

**APPLICABLE TO  
THE TOWNHOUSES OF PARKSIDE**

WOODWARD LANDER PROPERTY, LOT 108 (PARCELS 1 AND 3), UNIT 1-A  
PLAT CABINET M, SLIDE 899  
PLAT CABINET N, SLIDES 112 AND 283  
LEXINGTON, FAYETTE COUNTY, KENTUCKY

THIS DECLARATION, made this 11<sup>th</sup> day of August, 2008 by SCHNEIDER DESIGNS, INC., a Kentucky corporation, hereinafter referred to as the "Developer"; and, THE TOWNHOUSES OF PARKSIDE HOMEOWNERS ASSOCIATION, INC., an association of owners of property herein described, being Kentucky nonstock, non-profit corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly described as the "Subdivision" in Article I, Subsection B, hereinafter, and,

WHEREAS, the Developer desires to establish and create a residential subdivision with provisions for the preservation and maintenance of the Common Areas referred to hereinafter; and,

WHEREAS, the Developer desires to subject the real property, described in Article I, Subsections B and E, together with such additions as may hereinafter be made thereto, to the covenants, conditions, restrictions, and to hereby revoke and amend any and all of the previous restrictive covenants as to said land all of which are for the benefit of each of the Lots and each individual Owner thereof, and,

WHEREAS, the Developer desires to make provisions for the formation of a nonstock, non-profit association under the laws of the Commonwealth of Kentucky for the purpose of preserving, maintaining, and administering the Common Areas; administering and enforcing the covenants and restrictions; and dispersing the assessments and charges hereinafter created; and,

NOW THEREFORE, the Developer declares that all lots in the Subdivision described in Article I, Subsections B and E, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, conditions and liens hereinafter set forth which are hereby declared to be covenants running with the land.

**ARTICLE I**  
**DEFINITIONS**

The following words, when used herein, shall have the following meaning, unless the context shall clearly prohibit the same:

(A) "Association" shall mean and refer to The Townhouses of Parkside Homeowners Association, Inc.

(B) "Subdivision" shall mean and refer collectively to all of the parcels of land and improvements thereon which are described as follows:

BEING all of Lot No. 108 (Parcels 1 and 3), Unit 1-A, of the Woodward-Lander Property Subdivision, to the City of Lexington, Fayette County, Kentucky; more particularly described by plats of record in Plat Cabinet M, Slides 899 and Plat Cabinet N, Slides 112 and 283 in the Fayette County Clerk's Office.

Being a part of the same property conveyed to Schneider Designs, Inc., a Kentucky corporation, by Deed dated June 6, 2007, of record in Deed Book 2735, Page 607 in the Fayette County Clerk's Office; and,

(C) "Association Areas" shall mean and refer to those areas for which an easement has been retained on the recorded plat referred to above which are reserved for the common use and benefit of the owners of the lots.

(D) "Lot" shall mean and refer to any parcel of land and improvements thereon which is contained within and comprises a portion of the Subdivision described above and is designated as a lot of the abovementioned plat.

(E) "Owners" shall mean and refer to the present and future record owner, whether one or more persons or entities of the fee simple title to any lot as herein described; provided, however, the Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure action or any proceeding or conveyance in lieu of foreclosure.

(F) "Member" shall mean and refer to all Owners each of whom shall be required to belong to the Association as provided in Article III hereof.

(G) "Recorded Plats" shall mean and refer to those plats affecting the Subdivision which have been recorded or are being recorded in the near future with the Fayette County Clerk's Office or an office succeeding to its duties and obligations.

(H) "Developer" shall mean and refer to Schneider Designs, Inc., a Kentucky corporation.

- (I) "Townhouse Unit" shall mean and include the structural improvements on each lot contained in the subdivision including, but not limited to, the residential structure, and deck as well as the land immediately underlying each such improvements and appurtenant facilities.
- (J) "Common Areas" shall mean and include all areas designated as common areas of association area on the plat of record of the Subdivision, designated as "H.O.A." and/or otherwise described in said plat.

**ARTICLE II**  
**GRANT OF EASEMENTS TO ASSOCIATION**

The Developer hereby grants and conveys an exclusive easement to the Association, its successors and assigns, granting unto the latter, its agents, servants and employees, the exclusive easement, right and privilege to come upon each Lot and repair, replace and maintain the improvements upon the Common Areas.

**ARTICLE III**  
**RESERVATION OF EASEMENTS FOR BENEFIT OF OWNERS**

- (A) The Developer hereby reserves the exclusive easement, right and privilege of ingress and egress to, through, under, over and upon the Association Areas of the Subdivision for the benefit of the respective Owners, his or her heirs and assigns, to facilitate the access, use and enjoyment of such Owner or the Lot owned by such Owner, and for maintenance of utilities.
- (B) Subject and inferior to the exclusive rights reserved for each Lot, and its respective Owner, as outlined in the preceding paragraph, the Developer hereby expressly reserves a mutual and reciprocal right and privilege in favor of each respective Owners, his or her heirs and assigns, granting unit such owners the mutual and reciprocal right and privilege to come upon all of the Association Areas and pedestrian easement areas, as defined herein, for the use, enjoyment and mutual benefit of each of such Owners, their heirs and assigns. This mutual and reciprocal right and privilege and the use of the Association Areas and regulations as adopted from time to time by the Association.
- (C) There shall be no parking in the Exclusive Access Easement Areas by Owner or their heirs and assigns. Parking shall be restricted and limited to those areas designated for parking and the use of Access Easement Areas shall be governed by the By-Laws and the Rules and Regulations adopted from time to time by the Association.

**ARTICLE IV**  
**ASSOCIATION; MEMBERSHIP IN ASSOCIATION**  
**FORMATION AND COMMENCEMENT OF ACTIVITY**

- (A) The Owner of each lot in the Subdivision is required to by a Member of the Association.

- (B) The Association shall be formed as a Kentucky, nonstock, non-profit corporation upon the filing this declaration; however, the Association shall not become active until all of the 62 units (includes all townhouse units to be constructed in The Townhouses of Parkside Subdivision, to be shown on the future plats) have been sold by the Developer, or earlier at the discretion of the developer.
- (C) The administration and operation of the Subdivision shall be conducted and maintained by the Association which shall conduct its business according to the Articles and By-Laws of that Association which will be drafted and adopted by the Board of Directors of the Association. There shall be 5 directors elected by the members upon activation of the Association. The candidates shall be nominated at the first meeting by a majority vote of the Owners present.
- (D) The share rights of a member in the funds and assets for the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.
- (E) Whenever the decision of an owner is required upon any matter whether or not the subject is in an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of all record Owners are specifically required by this Declaration. Owners shall be allowed one vote per Townhouse regardless of the number of owners of that particular Townhouse.

**ARTICLE V**  
**DUTIES AND OBLIGATIONS OF THE ASSOCIATION**

The duties and obligations of the Association shall be exclusively reserved unto the Association and shall include, but not be limited to, the following:

- (A) The Association shall maintain, replace and repair all common Areas as shown on said plat, lots and improvements thereon as defined herein including, but not limited to, the maintenance, repair and replacement of (1) all lawns; (2) landscaping; (3) detention/retention areas; (4) including any entrance area, such as posts and signs, and any associated utility bills; and (5) all exterior of buildings, including but not limited to, painting of trim and doors and roof maintenance.
- (B) The Association, in the performance of its duties hereunder, shall allow no owner to paint his deck. All decks must be stained or sealed with a clear type preservation.
- (C) The Association is obligated only to make ordinary and routine maintenance of lawn care, including the detention/retention areas.
- (D) The Association shall not be liable for injury or damage, other than the cost of maintenance, caused by any latent condition or the property to be maintained by the

Association, nor for injury or damage to person or property caused by the elements, other Owners or third persons.

- (E) The Association shall repair, maintain and replace all additional improvements not described above which are specifically authorized from time to time by the by-laws and the rules and regulations as adopted by the Association.
- (F) The Association shall adopt rules and regulations and take such action as is necessary to accomplish the purpose of this Declaration.
- (G) The Association shall maintain a two-signature bank account and provide an accounting to each of the Members of the Association at least annually of the revenue and expenditures of the Association.
- (H) The Association's insurance shall cover water damage that might occur due to a burst water heater, displaced splash block or down spout, inefficient guttering, leaking windows or roofs, leaking skylights, or a foundation leak. Details of coverage shall be addressed in an insurance policy of file with the Association president. The Association may amend this by-law.

**ARTICLE VI**  
**ASSESSMENTS, SHARES OF COMMON AREA EXPENSES**

- (A) The Owners of each lot shall be required to share in the expense of operating and maintaining the Common Areas and shall be assessed in accordance with the provisions of the by-laws of the Association for the payment of same.
- (B) The Owners of each lot shall be assessed and shall pay the pro-rata share of the Common Areas expenses as determined annually by the Association. The Owners of each lot shall be entitled to a credit of an amount equal to the pro-rata share of such Owner of any surplus possessed or accumulated by the Association from time to time. The pro-rata share of such Owner, as described above, shall be determined at closing in terms of a percentage computed by dividing (x) the number of lots in the Subdivision, the improvements of which are under roof and sold by the builder with completed landscaping into (xx) the number one (1).
- (C) Assessments against Owners and each Lot for common expenses shall be made pursuant to the by-laws and the rules and regulations adopted by the Association from time to time and shall be allocated as set forth in Article IV of this Declaration.
- (D) Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of (12%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. This payment structure may be amended by a proper by-law amendment.

- (E) The initial monthly assessment shall be \$75.00.
- (F) There shall be an initial set-up fee of \$225.00 which shall be collected at closing. The initial set-up fee is not refundable or transferable to subsequent purchasers.

**ARTICLE VII**  
**DETERMINATION OF ASSESSMENTS; PAYMENT**

- (A) The association shall fix and determine the amount deemed necessary to provide for the costs of administration and common expenses at each annual meeting and shall assess said amount against all Lots on a pro-rata basis as provided for herein. The notice of the annual meeting mailed by the Association to each of the members shall be accompanied by the estimated budget prepared by the officers of the Association. Until the first annual meeting, the administration and common expenses shall be based on the budget prepared by the Developer or the initial officers of the Association.
- (B) The Association shall advise all Owners promptly, in writing, of the pro-rata amount of the administration and common expenses payable by each of the Owners, respectively, and shall furnish copies of the budget upon which such charges and assessments are based to all Owners.
- (C) Each owner is obligated to pay the levied and assessed against the respective Lot of that Owner for the payment of the administration and common expenses and such amount shall constitute a lien against such Lot from the day of assessment until the dated of full payment of same. The assessment and charges shall be made payable at such time as the Association shall determine, but the Owners shall at all times pay the assessment in at least consecutive monthly installments.

**ARTICLE VIII**  
**ASSOCIATION RANTED A CONTINUING LIEN TO SECURE**  
**PAYMENT OF ASSESSMENTS; FORECLOSURE**

- (A) Each Owner, as well as the respective successors and assigns of each Owner, upon acquiring, by purchase or otherwise, a deed to any Lot, does hereby grant and convey unto the Association a continuing lien upon the Lot of such Owner to secure the payment of all assessments provided for herein of which shall be provided for hereinafter upon appropriate action taken by the Association.
- (B) The lien for unpaid assessments provided by Kentucky law shall also secure reasonable attorneys fees and costs incurred by the Association relative to the collection of such assessment and/or enforcement of such lien.
- (C) In any foreclosure of a lien for assessments the Owner of the Lot subject to the lien shall be required to pay a reasonable rental to the Association for the use and occupancy of the

Townhouse Unit during the foreclosure proceeding, and the Association shall be entitled to the appointment of the receiver to collect such rental.

- (D) The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and mortgages to a bank, life insurance company or a federal savings and loan association, or any other recognized institution the principal function, in part, is to lend money secured by mortgages in real estate transactions and/or the purchase of such mortgages.

**ARTICLE IX**  
**ALTERATION OR MODIFICATION OF IMPROVEMENTS**

After completion of the structural improvements of each lot and the improvements of the Common Areas which are contemplated by this Declaration, there shall be no exterior alteration, including but not limited to, paint color or shingle color change, or modification of such improvements without prior approval in writing of not less than 50% of the Members of the Association except as provided by the by-laws, but any such alterations or modification shall not be assessed against a bank, life insurance company, or a federal savings and loan association which acquired its title, directly or indirectly, as the result of owning a mortgage upon a Lot unless such an owner shall approve the alteration or improvement in writing and this shall be whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any costs not so assessed shall be assessed to the remaining Owners on a pro-rata basis.

**ARTICLE X**  
**INDEMNIFICATION OF ASSOCIATION AGAINST LIENS**

- (A) An Owner shall give notice to the Association of every lien or encumbrance upon the Lot of such Owner, other than for mortgages, ad valorem taxes and special assessment, within five (5) days after the Owner has received notification of such lien or encumbrance.
- (B) Notice shall be given to the Association by an Owner of every suit or other proceedings which may affect the title to the Lot of any Owner within five (5) days after the Owner has received notice of the same.

**ARTICLE XI**  
**COMPLIANCE AND DEFAULT**

- (A) Each Owner shall be governed by and shall comply with the terms of this Declaration and the by-laws and regulation of the Association, as well as any amendments thereto, which may be from time to time adopted by the Association. A default or failure to comply with the same shall entitle the Association to the relief provided for in this Declaration in addition to any other remedies that may be available to the Association, or any other respective Owner, at law or in equity.

- (B) The failure of the Association or any Owner to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

**ARTICLE XII**  
**SUPPLEMENTAL RESTRICTIVE COVENANTS AND CONDITIONS**

- (A) These Supplemental Restrictive Covenants and conditions shall be in addition to Restrictive Covenants heretofore filed of record on the above mentioned property and shall be in accord with all zoning regulations.
- (B) No Lot shall be used except for residential purposes, with the sole exception that the Developer shall be permitted to use one or more of said Lots as a model unit for sales purposes so long as Developer retains ownership of any Lots. No building shall be erected, altered, placed or permitted to remain on any Lot other than one-single family residential Unit, not to exceed two stories in height. Nothing herein shall prohibit an Owner from leasing any unit.
- (C) No fences shall be allowed to be constructed without written approval of Developer. The Developer shall have full right of aesthetic control.
- (D) No structure of a temporary character, including, but not limited to, trailers, tents, shacks, garages, storage building (except as initially construed as a part of the Units) or other similar structure or item shall be permitted on any Lot at any time, with the sole exception that the Developer shall be permitted to maintain a construction trailer or temporary construction structure for construction purposes only, so long as Developer continues construction upon any Lots.
- (E) No clothing, laundry, rugs or wash, or similar items shall be hung from or spread upon or from any patio, window or exterior portion or a Townhouse Unit or Lot so as to be visible from any other Lot or public street, nor shall there be affixed to the exterior of any Townhouse Unit, fence or other part of a Lot any antenna, satellite dish larger than 4 feet in diameter, or other exterior fixture so as to be visible from any other Lot or public street.
- (F) No animal, other than common household pets, shall be kept or maintained in any Townhouse Unit or upon any Lot. Common household pets shall not be kept, bred or maintained for commercial purposes in any Townhouse Unit or upon any Lot. Each Townhouse Unit is limited to 2 dogs and a total of 3 household pets.
- (G) Owners, residents, tenants, and guests shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions, amplifiers or other similar items or any other activities that may disturb other users or other Units or Lots. No nuisance shall be allowed which is a source of annoyance to the user of any other property, or which interferes with the peaceful possession or proper use of any other Lot. No Lots may be used for any unlawful, immoral or improper purposes.



- (H) There shall not be placed, or caused to be placed, temporarily or permanently, in the Common Area as shown upon the plats of record (now or hereafter may be placed of record) any furniture, packages, appliances, carpets or any other objects of any kind.
- (I) Each Owner and authorized user shall be responsible for the clean, healthful and proper care, upkeep, protection and maintenance of the interior of his or her respective Townhouse Unit, including, but not limited to, the replacement of all glass in windows, skylights and doors.
- (J) To the extent that any portion of wall, roof, gutter or any other physical part of a Townhouse Unit or Townhouses Units is placed on the dividing line between two lots, such physical feature shall be designated as a party feature, similar to a party wall, and, to the extent not inconsistent with any other provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or other willful acts or omissions shall apply thereto. If any party feature is destroyed or damaged by fire or other casualty, any Owners thereafter making use of such restored feature shall contribute to the cost of restoration or repair thereof in proportion to such use without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts of omissions. Unless otherwise appropriate from the circumstances, any such party feature and any expenses related thereto shall be shared one-half by each of the Owners sharing such party feature. Notwithstanding any other provisions of this subparagraph, an Owner or user who by his negligent or willful act causes the party feature to be exposed to the elements or otherwise causes damage to any party feature or separate physical feature or another Townhouse Unit shall bear the whole cost of furnishing the necessary repair or protection.
- (K) In the event that any improvements on any Lot are damaged from fire or any other cause, repair and restoration shall commence and be completed no longer than 6 months after damage.
- (L) No noxious or offensive condition or activity shall be carried on or conducted upon any property nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners of the other respective Lots.
- (M) Townhouses must use the dumpsters provided, if applicable, by the association whose expenses shall be shared equally by all members. No other related disposal item shall be located on any lot or on any of the portions of the respective Lots designated as Common Areas on the record plat of the subdivision.
- (N) No landscape development without prior written approval of the Association.
- (O) No fence, walls, hedge, mailbox or paper holder shall be constructed upon or planted on any Lot unless such construction or planting is approved in writing by the Association.

- (P) No trade, business or profession of any kind shall be carried on upon any Lot, unless authorized by Lexington-Fayette Urban County Government ordinance, with the exception that the developer may carry on its business of selling lots while it still owns any lots.
- (Q) No trailers and no trucks larger than a ¾ ton pick-up shall be parked or kept on any Lot at any time. The foregoing shall not prevent the Developer, its agents, servants, and/or employees from erecting or placing on any Lot for temporary use during construction or development any tool sheds, field offices, trailers, trucks or other equipment and materials reasonable required in the construction or development of the Subdivision and the respective Townhouse Units contained therein.
- (R) The Owner of each respective Lot shall not install utility lines or appurtenant utilities above the ground on the Lot of such Owner or within the Subdivision without the prior written approval of the Association. The Owner of each respective Lot shall have the responsibility of the preservation and protection of underground utilities and appurtenant facilities located on any respective Lot.
- (S) No Owner shall be permitted to place or allow to be placed, any statue, effigy, fixture, or personal item of any kind in front of the Owners Lot without the prior written approval of the Board of Directors of the Association; to be determined by a majority vote.
- (T) No above ground pool deeper than 2 feet or with a diameter greater than 12 feet shall be permitted on any Lot. Permissible size pools shall be properly maintained and disassembled during winter months.
- (U) No junk cars.
- (V) No commercial lighting except for entrance posts and where designated by the Association.
- (W) No basketball goals are to be installed or set up outside any unit.

**ARTICLE XIII**  
**INSURANCE**

The Developer shall procure casualty insurance upon each Townhouse Unit and may charge annually for their pro-rata share premium to each Owner or include that cost in the maintenance fee. The Developer shall also procure liability insurance, which insures Owner from liability arising from the use of, or related to, the Common Areas, and charge as stated above. The Association shall continue said policies upon its activation and may assess each Owner annually for their pro-rata share of the premium, or include that cost in the maintenance fee.

The extended coverage endorsement shall be in an amount not less than the full insurable replacement value of the Townhouse Unit as determined from time to time and approved by the Association. The term "full insurable replacement value" shall mean actual replacement cost

(exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by a financially responsible insurance company duly authorized to do business in the Commonwealth of Kentucky. In addition, the Association shall require, if a majority votes in favor, to require each Owner to carry liability insurance in an amount not less than \$500.00 for negligence occurring inside the unit. The Association may require a waiver of subrogation against other Owners.

- (A) In the event of a claim, the owner is responsible for the first \$1,000.00 of the insurance deductible. The Association will pay the remaining deductible if the Board of Directors decides that damage is not due to negligence of the Owner/occupant.
- (B) Also, the Association is required to obtain and maintain insurance of all buildings in the Association. In addition, the Association is required to cover under its Association package insurance policy, as part of the building(s) regardless of ownership the following items:
  - (1) Fixtures, improvements and alterations including such things as floor coverings, kitchen and bathroom cabinets, plumbing fixtures, that are part of the building.
  - (2) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.
  - (3) Building does not include personal property owned by, used or in the care, custody or control of Townhouse Owners except for personal property listed above. In addition, any improvements or betterments made by homeowner shall be the responsibility of the Homeowner to insure.
  - (4) In the event that the Association is required to procure the insurance for the Owner, as provided for in this paragraph, then such sums advanced shall constitute an additional assessment to such defaulting Owner to secure the payment of same in accordance with all other terms and provisions set forth herein. The insurance policy required to be carried shall provide (a) that the Owner and the Association shall be listed as insured hereunder "as respective interests may appear", or (b) that the insurance company waives any rights or subrogation against the Association.

#### **ARTICLE XIV** **RESERVATION BY DEVELOPER**

The Developer of the Subdivision expressly reserves the right, without being obligated to do so, to impose general restrictions pertaining to the development of the Subdivision including, but not limited to, the granting of easements to public utilities and the performance of such other acts relating to the development of the Subdivision as may be required by the Lexington-Fayette Urban County Planning and Zoning Commission, or any other governmental entity having jurisdiction over the Subdivision or the construction of any of the improvements therein.

**ARTICLE XV**  
**MISCELLANEOUS**

- (A) The provisions of the Declaration shall run with the Lots and shall be binding on all Owners, their respective heirs and personal representatives, successors and assigns, for a term of thirty (30) years from the date of recording of this Declaration, unless a statement of termination of this Declaration is filed of record and signed by the Owner of at least 50% of the Lots, the provisions of this Declaration shall automatically be extended for an additional term of thirty (30) years.
- (B) Enforcement of any of the provisions of this Declaration shall be available to any one or more of any other Owners of any Lots against the Owners or Owners of any Lots violating or attempting to violate any subdivision hereof and may bring civil action at law or in equity, for monetary damages or injunctive relief, or both, as may be appropriate, and the appropriate jurisdiction for any such actions shall be the Fayette Circuit County, Lexington, Fayette County, Kentucky.
- (C) Invalidation of any one or more of these provisions by judgment or court order shall in no manner affect the validity of any of the other provisions hereto which shall remain in full force and effect.
- (D) The foregoing restrictions, conditions and covenants, as well as any alterations or amendments thereof, shall be construed as covenants running with the land and binding upon the Developer, its grantees, successors and assigns, and all persons claiming under them until such restriction, conditions and covenants are terminated, amended or cancelled as herein provided.
- (E) The failure or neglect on part of any Owner or Owners of Lots to demand or insist upon the observance or enforcement of any of the foregoing restrictions, conditions, and covenants shall not be deemed a waiver of such restrictions, conditions, or covenants may be enforced at any time notwithstanding a violation thereof may have been suffered or permitted thereon.
- (F) The invalidity in whole or part of any covenant or restriction, section, sub-section, sentence, clause, phrase or work, or other provisions of this Declaration as well as the Articles of Incorporation, by-laws and regulations of the Association shall not affect the validity of the remaining portions thereof.
- (G) If a unit or units are destroyed by fire, then they shall be rebuilt unless the Association votes by a majority of the members not to rebuild.
- (H) The Association and each Owner and/or occupant waive the right of subrogation to any claim between the Association and the Owner/occupant, and to waive any claim of property against and Owner/occupant, as well as Owner/occupant waive any claim recovery from the Association.

**ARTICLE XVI**  
**AMENDMENTS**

This Declaration may not be amended and/or modified except by utilization of the following procedure:

- (A) Except for the provisions of sub-paragraph (B) herein, the amendment and/or modification must be approved by a minimum of fifty (50%) percent of the entire Members of the Association entitled to vote.
- (B) The amendments and/or modifications of any of the terms and conditions of Articles II, III and XI herein must be approved by a minimum of eighty (80%) percent of the entire Members of the Association to vote.
- (C) Notice of the subject matter of a proposed amendment and/or modification shall be included in the notice from the Association to the Members of any meeting at which a proposed amendment is to be considered.
- (D) A resolution adopting a proposed amendment and/or modification may be proposed by either an officer or Member of the Association. Members not present in person to the meeting considering the amendment and/or modification may express their approval in writing, provided such approval is delivered to the Association at or prior to the meeting.
- (E) No amendments or modification shall discriminate against any Owner or against any Lot or class of Lots, unless the Owners of such Lot or Lots so affected shall consent to the same in writing.
- (F) A copy of each approval amendment and/or modification shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the offices of the Fayette County Clerk, Lexington, Fayette County, Kentucky.

**ARTICLE XVII**  
**COVENANT OF ASSOCIATION**

The Association joins this Declaration and has executed the same for the purpose of consenting to and agreeing to perform the duties and obligations imposed upon the Association by this Declaration.

**ARTICLE XVIII**  
**ACCEPTANCE BY OWNERS**

Each owner, and the respective successors and assigns of such Owners, who acquires title to any Lot, by purchase or otherwise, consents and approves that the terms and conditions set forth herein shall be binding and obligatory upon such Owner as well as his respective successors and assigns. This acceptance, consent and approval of the terms and condition herein by the Owner

includes, but is not limited to, the granting of the continuing lien to the Association to secure payment of all assessments as provided for herein.

**IN WITNESS WHEREOF**, the Developer has executed this instrument the day and year first above written.

**DEVELOPER:**

SCHNEIDER DESIGNS, INC.,  
A Kentucky corporation

BY: 

J. EDWARD SCHNEIDER, PRESIDENT

BY: 

ROBIN E. SCHNEIDER, VICE-PRESIDENT

**IN WITNESS WHEREOF**, the Association, through the duly authorized officers of The Townhouses of Parkside Homeowners Association, Inc., have executed the same on this day and year first above written.

**ASSOCIATION:**

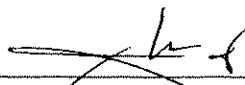
THE TOWNHOUSES OF PARKSIDE  
HOMEOWNERS ASSOCIATION, INC.,  
A Kentucky nonstock, nonprofit corporation

BY: 


ITS: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by J. Edward Schneider, as President and Robin E. Schneider, as Vice-President of SCHNEIDER DESIGNS, INC., a Kentucky corporation, for and on behalf of said Corporation, the Developer herein; and by Robin Schneider, as President of The Townhouses of Parkside Homeowners Association, Inc., a Kentucky nonstock, non-profit corporation, for and on behalf of said Corporation, the Association herein, on this the \_\_\_\_\_ day of August, 2008.

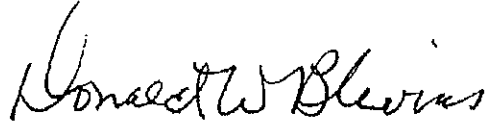
  
\_\_\_\_\_  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY  
MY COMM. EXPIRES: 10-9-11

THIS INSTRUMENT PREPARED BY:

  
\_\_\_\_\_  
JOSEPH E. MAINOUS, JR.  
MAINOUS & GRANT, PLLC  
201 West Vine Street  
Lexington, Kentucky 40507  
(859) 231-8004

**DEED BOOK 2824 PAGE 612**

**I, Donald W Blevins, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.**

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**By: DOUG BRADLEY , dc**

**200808110158**

**August 11, 2008 13:26:43 PM**

<b>Fees</b>	<b>\$49.00</b>	<b>Tax</b>	<b>\$ .00</b>
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<b>Total Paid</b>	<b>\$49.00</b>
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**16 Pages**

**597 - 612**



**AMENDMENT TO  
DEED OF RESTRICTIONS  
FOR WOODWARD-LANDER PROPERTY SUBDIVISION (PARKSIDE)**

This Amendment to Deed of Restrictions for Woodward-Lander Property (Parkside Subdivision) (hereinafter referred to as "Amendment") is made as of March 23, 2011, by **ICON DEVELOPMENT, LLC**, a Kentucky limited liability company with an address of 1021 Majestic Drive, Suite 310, Lexington, Kentucky 40513 ("Developer").

**WITNESSETH:**

**WHEREAS**, Developer filed a Deed of Restrictions for Woodward-Lander Subdivision Property (Parkside Subdivision) (hereinafter referred to as "Deed of Restrictions"), of record at Deed Book 1646, Page 258, as amended in Deed Book 2673, Page 465, in the Office of the Fayette County Clerk; and

**WHEREAS**, the Developer, pursuant to Section 36, of the Deed of Restrictions, may amend the Deed of Restrictions; and

**WHEREAS**, as of the date of this Amendment, the Developer owns a number of lots included within the Deed of Restrictions.

**NOW, THEREFORE**, pursuant to the powers retained in Section 36 of the Deed of Restrictions, the Developer hereby amends the Deed of Restrictions to provide as follows:

1. Numerical paragraph 2 of the Deed of Restrictions is amended in the following regard:

a. There is added after the word "or" at the end of line seven (7) thereof the following: "the Association or" so that numerical paragraph 2 reads as follows:

2. APPROVAL OF CONSTRUCTION PLANS: No house, building, fence, wall, structure or other improvement, or any addition to any of the foregoing, shall be erected, placed or altered on any lot until the construction plans, specifications, plot plan showing the proposed location of the house upon the lot following

its completion, and a plan showing the grade elevation (including rear, front and side elevations) and location of the house, structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be composed of Portland Cement concrete or paving brick) shall have been approved in writing by Developer or the Association or by any person or association to whom they may assign such approval right. Developer may vary the established building lines, at their sole discretion, where not in conflict with applicable zoning regulations.

2. Numerical paragraph 6 of the Deed of Restrictions is amended to add to the end thereof the following:

Holiday decorations and seasonal decorative lighting are permitted, subject, however, that such decorations/lighting shall not be permitted to remain on any lot longer than thirty (30) days after the end of such holiday.

3. Numerical paragraph 7 of the Deed of Restrictions is amended to revise subparagraph (c) to read as follows:

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle, motor home, boat, jet skis, van or other large vehicle shall be parked on any lot or street in the Subdivision other than for delivery or construction purposes unless housed within a garage. No Portable on Demand Storage (PODS) or similar mobile storage containers shall be permitted on any lot longer than a consecutive seven (7) day period and only in connection with the lot residents' move-in or move-out. No person shall engage in car repairs within the Subdivision at any time except within a garage. No such repairs shall be permitted on streets in the Subdivision or on driveways on the lots. No vehicle, operable or inoperable, shall be parked on any street in the Subdivision for a period in excess of twenty-four (24) hours in any one calendar year. All vehicles shall be parked only on driveways on the lots and shall not be parked across or obstruct the sidewalks on the lots. Vehicles parked in violation of such restrictions may be towed away at the lot owner's sole risk and expense.

4. Numerical paragraph 10 of the Deed of Restrictions is amended to add a new subparagraph (d) which reads as follows:

(d) Only portable basketball goals are permitted to be used and only on driveways on the lots and no basketball goals shall be located or used in or adjacent to any street in the Subdivision.

5. Numerical paragraph 18 of the Deed of Restrictions is amended to add to the end thereof the following:

The Association has the right to remove any rubbish, trash and garbage from the lot at the expense of the owner of the lot.

6. Numerical paragraph 20 of the Deed of Restrictions is amended to read as follows:

OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, or the Association, may take any action it deems appropriate to make the lot neat and attractive, and the owner shall, upon demand, reimburse the Developer or its assignee or the Association for any expenses incurred plus an administrative surcharge of 25% of the total of such expenses.

7. Subparagraph (a) of numerical paragraph 31 of the Deed of Restrictions is amended in the following regards:

a. Reference in the first line thereof to the "Johnson Property Homeowner's Association, Inc." is amended to read "The Woodward-Lander Homeowner's Association, Inc.".

b. Reference in the third line thereof to the "Johnson Property" is amended to read the "Woodward-Lander Property".

8. Numerical paragraph 36 of the Deed of Restrictions is amended to add to the end thereof the following: "These covenants and restrictions may be amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots in the Subdivision."

9. In numerical paragraph 37 of the Deed of Restrictions, reference in the sixth line thereof to "The Johnson Property" is amended to read "The Woodward-Lander Property".

10. This Amendment shall be effective on March 23, 2011.

11. All other provisions of the Deed of Restrictions, except as specifically amended herein, shall remain in full force and effect.

Witness the signature of Developer by its duly authorized Member the date and year first above written.

**ICON DEVELOPMENT, LLC, A KENTUCKY  
LIMITED LIABILITY COMPANY**

BY: *David Briggs*  
**DAVID BRIGGS**  
ITS: **MEMBER**

Commonwealth of Kentucky )  
) :ss  
County of Fayette )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of ~~March~~ April, 2011, by David Briggs, as member of ICON Development, LLC, a Kentucky limited liability company, for and on its behalf.

*Connie S. Haggard*  
Notary Public  
My Commission expires: May 9, 2013

This Instrument Prepared By:  
*Robert S. Ryan*  
**Robert S. Ryan**  
Fowler Measle & Bell PLLC  
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4819-8388-0712.5/8717.00010

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**I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.**



**By: DOUG BRADLEY ,dc**

**201104180184**

**April 18, 2011**

**15:23:08 PM**

<b>Fees</b>	<b>\$16.00</b>	<b>Tax</b>	<b>\$ .00</b>
	<b>Total Paid</b>		<b>\$16.00</b>

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